### **REAFFIRMATION AGREEMENT**

# UNITED STATES BANKRUPTECY OF BOURT DISTRICT OF NORTH DAIROTAL OF NORTH DAKOTA

Debtor's Name	2002 JUN 13 A 9: 1Bankr. C	Case No. 02-30679-WH
Scott W. Conner & Melissa B. Conner	2002 3011 13 77-1-1-2	Chapter 7
Creditor's Name and Address GENERAL MOTORS ACCEPTANCE CORPORATION 1700 West Highway 36, Suite 510 Roseville, MN 55113	FILED	

ATTACH A COPY OF ALL COURT JUDGMENTS, SECURITY AGREEMENTS, AND EVIDENCE OF THEIR PERFECTION.

### **NOTICE TO DEBTOR:**

This agreement GIVES UP THE PROTECTION OF YOUR BANKRUPTCY DISCHARGE for this debt.

AS A RESULT OF THIS AGREEMENT, THE CREDITOR MAY BE ABLE TO TAKE YOUR PROPERTY OR WAGES if you do not pay the agreed amounts. The creditor may also act to collect the debt in other ways.

YOU MAY RESCIND (CANCEL) THIS AGREEMENT AT ANY TIME BEFORE THE BANKRUPTCY COURT ENTERS A DISCHARGE ORDER OR WITHIN 60 DAYS AFTER THIS AGREEMENT IS FILED WITH THE COURT, WHICHEVER IS LATER, by notifying the creditor that the agreement is canceled.

YOU ARE NOT REQUIRED TO ENTER INTO THIS AGREEMENT BY ANY LAW. It is not required by the Bankruptcy Code, by any other law, or by any contract (except another reaffirmation agreement made in accordance with Bankruptcy Code § 524(c)).

YOU ARE ALLOWED TO PAY THIS DEBT WITHOUT SIGNING THIS AGREEMENT. However, if you do not sign this agreement and are later unwilling or unable to pay the full amount, the creditor will not be able to collect it from you. The creditor also will not be allowed to take your property to pay the debt unless the creditor has a lien on that property.

If the creditor has a lien on your personal property, you may have a right to REDEEM the property and eliminate the lien by making a single payment to the creditor equal to the current value of the property, as agreed by the parties or determined by the court.

This agreement is not valid or binding unless it is filed with clerk of the bankruptcy court. If you were not represented by an attorney during the negotiation of this reaffirmation agreement, the agreement cannot be enforced by the creditor unless 1) you have attended a reaffirmation hearing in the bankruptcy court, and 2) the agreement has been approved by the bankruptcy court. (Court approval is not required if this is a consumer debt secured by a mortgage or other lien on your real estate.)



### **REAFFIRMATION AGREEMENT**

Each Debtor signing this agreement and General Motors Acceptance Corporation ("Creditor") agree to reaffirm the debt owed to Creditor based upon a Contract dated December 17, 2001 (the "Contract") as follows:

### THE DEBT

Total Amount of Debt When Case was Filed	<u>\$3,574.19</u>
Reduction of the Debt, if any	<u>\$0.00</u>
Total Amount of Debt Reaffirmed	<u>\$3,574.19</u>
Total amount of debt reaffirmed includes the	e following:
Interest Accrued to Date of Agreement	<u>\$0.00</u>
Attorney Fees	<u>\$0.00</u>
Late Fees	<u>\$0.00</u>
Other Expenses or Costs Relating to the Collection of this Debt (Describe)	<u>\$0.00</u>
Amount of Monthly Payments  [ ] payment of \$ on	nencing on June 17, 2002 and
Annual Percentage Rate (APR)	<u>11.50%</u>
Total Number of Payments to be made	<u>32</u>
Total of Payments if paid according to schedule	<u>\$4,151.68</u>
Date Any Lien Is to Be Released if paid according to schedule	12/17/04
The debtor agrees that any and all remedies available available.	ble to the creditor under the security agreement remain
All additional Terms Agreed to by the Parties (if ar	ny):
Payments on this debt were not in default on the da agreement differs from the original agreement with the cr	

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## CREDITOR'S STATEMENT CONCERNING AGREEMENT AND SECURITY/COLLATERAL (IF ANY)

Description of Collateral	U84 CHEVK	10 VIN 1GCEK14H8EJ116974
Value	\$2,000.00	
Basis or Source for Valuation		Replacement Value - Book Value
Current Location and Use of C	ollateral	Debtor's use for travel
Expected Future Use of Collat	eral	Debtor's Use for Travel
Check Applicable Boxes:		
Any lien described her	ein is valid and p	perfected.
		of a dispute regarding the dischargeability of this debt under section 523 (23) or any other dispute. The nature of dispute is
	<b>TO</b>	BE COMPLETED BY DEBTOR
<u>E</u> F		BTOR'S STATEMENT OF REEMENT ON DEBTOR'S FINANCES
My Monthly Income (take h	ome pay plus a	ny other income received) is \$2500,00.
My current monthly expense debt to be discharged in this		2. 9 Not including any payment due under this agreement or any se.
I believe this agreement will	not impose an	undue hardship on me or my dependents.
		NT CONCERNING DECISION TO REAFFIRM
		need this vehicle to travel
I believe this agreement is in	n my best intere	st because this vehicle is needed
I considered redeeming the to redeem because / c	collateral under	section 722 of the Bankruptcy Code (11 U.S.C. § 722). I chose not
I was represented by an atto-		,

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### **CERTIFICATION OF ATTACHMENTS**

Any documents which created and perfected the security interest or lien are attached. [If documents are not attached: The documents which created and perfected the security interest or lien are not attached because because because for the security interest or lien are not attached.

Dated 4/1/29 07

Dated 5/14/02

**SIGNATURES** 

Debtor

Debtor

Dated\_\_\_\_\_

General Motors Acceptance Corporation

(Signature of Client Representative)

### CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

I hereby declare, under penalty of perjury, after careful inquiry, that to the best of my knowledge, 1) this agreement represents a fully informed and voluntary agreement by the debtor(s); 2) this agreement does not impose a hardship on the debtor or any dependent of the debtor; and 3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

Dated 5 121/02

(Signature of Debtor's Attorney, if any

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#### OTHER IMPORTANT AGREEMENTS

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Late Payments and Early Payments. The amounts shown on the front of the contract for the Finence Charge. Total of Payments and the Total Sela Price are based on the assemption that you will make every payment on the day it is due. Your Finance Charge. Total of Payments and Total Sala Price will be more if you pay has and less if you pay early. If all your achorized payments are equal, changes will also the form of more or brown payments of the came entrust, with a smaller that payment. If your less desirable asyment is larger than your earlier scheduled payments, changes will take the foots before "the day of the final consideration will send your colors before the sampler final payment. The Charlet will send your roloss before "the day date of the final consideration will send your should be the sample of the sample that the payment. The Charlet will send you have of the unpetit balance and the new payment achorides.

Consequency and Rists of Loss. You agree to pay the Creditor all you owe under this contrast even if the vehicle is demaged, destroyed or reletified to self, next, losse or othershea creator any interest in the vehicle or the centre, or to self, next, losse or othershea creator any interest in the vehicle or the centre without the Creditor's estent particular. You agree to expect to expose the vehicle to mesure, eaterney, or contaceator, or other involuntary transfer, twen if the vehicle reaches the society in the self-th interest entire and the subject of justical or administrative activity. You will make seve the Creditor's society interest (sen) on the vehicle and should be the in the life. If we Creditor pays any respect bits, amongs bits, lawres, least, or other changes at the vehicle, you agree to repay the amount when the Creditor acks for it.

Security interest. You give the Greditor is accusity interest in [1] the vehicle being purchased, (2) any excessiones, equipment and replacement point installed in the vehicle, (3) any insurance persistent and charges to service operations comment to the Conditor, (4) any processes of insurance policies are service comments on the vehicle, and (5) any processes of insurance policies on your the or health which are franced in this contract. This secures payment at all amounts yet once in this contract shall not transfer, renowing, substantian crassingstrevel at this contract, it also secures your other agreements in this contract.

Prepayment. You may prepay the unput belance of the Amount Propress in full or in part at any time without perselly, if you do so, you must pay the sermed and unputed purt of the Finance Change and all other amounts due up

Required Physical Damage Insurance. You agree to have physical damage insurance according loss or damage to the voltide for the term of this contract, At any time during the term of the contract, if you do not have physical damage insurance which covers both the Insural of you and the Graditor in the validate, then the Craditor may buy it for you. If the Craditor does not buy physical damage insurance which covers both insuran in the validate, it may, it it decides, buy insurance which covers only the Craditor's

The Creditor is under no chilgation to buy any instrumes, but may do so if it declines. If the Creditor buys plans of these coverages, it will be you know what type it is and the charge you must pay. The discrept set contest of the countries of the Instrument and a themore charge, at the highest leafle contract rules. You agree to pay the charge in equal installments along with the payment schools.

If the wahlcle is lost or demaged, you agree that the Creditor can use any traurency wetlement either to repair the vehicle or to apply to your debt.

Lake Charge. You will have to pay a lake charge on each payment received by the Croditor more than ten deys lake. The charge is shown on the front. Acceptance of a lake payment or lake sharge does not easily your lake payment or maint that you can keep making payments after they are due. The Creditor may also mice the prope set tenth below it there is any lain.

Options in unarance or Service Contracts. This contract may contain the appearance or service contracts. It is expensed to replace that the Condition may could be service to contacts and terminate them to obtain returns for unarmed charges.

theuremics of Earvies Contract Charges Peterried to Chalifer. If any charge for required inducates is neumed to the Creditor, it may be detected to your account or used to tary similar insurance or insurance which covers only the Craditor's interest in the vehicle. Any refund on optional insurance of 66+/66 contracts obtained by the Craditor will be credited to your account. You will be repliced of what is done.

Required Repayment to Full Betwee the Scheduled Base. If you list to pay very pelyment when duc; if a proceeding in bankruptcy, hecekerable or incovering its started by you or agains you or pulse property; or if you break any of the agreements in this confinct (default), the Ordainr can domand that you pay all you owe on this confinct at once (not just pass due

payments). The amount you are will be the argued baladed of the Amount Financed bits the served and unpaid part of the Patracks. Charge, and any late sharges, and any encurs due because you did not keep contract promises.

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Representation of the Vehicle for Fritture to Pay. Repossocion metric and, if you hall to pay according to the payment schedule or if you break any of the agreements in this common (colonial), the Cheditor can take the vehicle from you. To late the vehicle the Cheditor can view your property or the part of the Cheditor can view your property or personal property in the vehicle, such as clothing, the Cheditor can more it for you. Any occessories, a quipment or replacement parts will remain with the vehicle.

Catting the Vehicle Back. After Reposensation. If the Creditor repara-nesses the vehicle, you have the right to get it back (redison) by paying the entire amount you over on the contract (not furt pest the payments). The amount you now will be the uppeal basiness at the Amount Pinnand plus the served and unpaid part of the Finance Charge, any take charges, and at other amounts date, including the confet relating and storing the vehicle and other appreciates that the Bellar or the Creditor has had. You must also cove any detect in addition to nonpayment of what you sees. Your right to redeem will god when the vehicle is said.

Sees of the Recognization of Vahicle. The Creditor will cond you a written notice of sale of balas 10 days better swilling the vahicle. If you do not radioen in workle's by the date on the notices, the Creditor can pail any condition and use the not proceed of the sale to provide your slobt.

The not arrawatur sale will be Sturred this way. Any into charges and any charges for taking and sturing the volute, clearing and atvertising etc., and any alterney less and court costs will be subtracted from the saling price.

If you are the Craditor less than the not proceeds of sale, the Craditor will pay you the difference, unless required to pay it to settleans also. For example, the Craditor may be required to pay a lender who has given you a legen and also taken a security inspect in the vehicle.

If you owe more than the net proceeds of sels, you will pay the Creditor the III you own more than the net proceeds of judg and what you own when the IV Creditor selse for IL. If you do not pay this director, when taked, you may also be charged interest at the highest leavily rese until you do pay all you own to the Creditor.

tion Costs. If the Creditor hires an attempty to collect what you own. 7274198

Dalay in Beforeing Rights and Changes of this Continged (the Continged Chip Creditor can delay or refusit these entering any peright right under this contract without lowing them. For example, the Continger can estend its time for making some physicians without estending delayer, any change in lower lot to contract make be in writing and signed by the Creditor. No onal changes are binding, if any part of this contract life Chillid, all other parts will remain 514120

Warnanthan Boller Discrimen. You undertained that the Boller is not offering any warnering and that there are no implication that the series of merchanistic, of these for a periodist purpose, or any other communication, approach or implied by the Boller, nowing the vehicle unions the Boller asteroid in written warnering of earthon confirmation that the series of t 30 days from the date of this contract.

An implied warranty of merchanishitity generally means that the volicito is it for the ordinary purpose for which such volvieles and generally used. A warranty of finests for a particular purpose is a warranty that may also when the Scher has reason to know the generalized purposed within your require the vehicle and you rely on the Bollon's skill or judgment to furnish a suitability-legicies.

This provided does not affective/gayerandes covering the vohicle which may be provided by the vehicle manufacturer-

Used Car Buyers Ouids. The intermetion you see on the window form for links vehicle to part of this sentrant, information on the window form overrides any contrary provisions in the contract of sale.

Neilice of BulletiTution of Contract. If Solier obtained this vehicle tran-General Merces Corporation (COM) on Instalment credit terms, this contract will be substituted by Solier for and replace his Soliens obligation to pay GM for the vehicle you are purchasing. This substitution will not change the amount you have sureed to pay the Solies, the payment exhecute, the fingune charge or any of your rights and edules for this purchase. The larms of this eministic solien your amitro and only obligation to Solien, GM, or any other holder of this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The proceeding NOTICE applies only if glode or services obtained prilitarily for personal, family, or household uses. In all other cases, Buyer will not assert egainst any subsequent holder or assignee of this contract any claims or defendes the Buyer (debtor) may have against the Seller, or egainst the manufacturer of the vehicle or equipment obtained under this contract.

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NOTICE: THE MOTOR VEHICLE IN THIS TRANSACTION MAY BE SUBJECT TO REPOSSESSION OF IN THE REPOSSESSION OF INTERPOSSESSION OF INTERPOSSES

The preceding notice applies only to goods or services obtained primarily for personal, family, or household use.

Annual Persentage Rate on the unpeld bolence of the Amount Pinshcad. The Creditor will apply each payment liefs to the samed and unpaid part of the Finance Change, and then to the unpeld belonce of the Amount Pinshcad.

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Ownership and Right of Lose, You agree to pay the Creditor of you ownership this chimad even if the vehicle is demaged, developed or missing. You agree not to remove the vehicle from the United States or Correct, or oad, rest, lesso or otherwise Insuring any leasant in the vehicle or this contract without the Cheditor's written permittedon, You agreement to expect the vehicle to misses, or conflictation, or other insources to expect the vehicle less and the author of placed of insources the vehicle was not the author of placed of the vehicle was not the author of placed of the vehicle action. You will make sure the Creditor's sourch inseed; (first) on the vehicle action. You will make sure the Creditor's sourch inseed; (first) on the vehicle action, the Creditor source and the placed of the sure of the vehicle action, the Creditor source and the placed of the sure of the vehicle action, the Creditor source action and the Creditor source and the contract of the vehicle action.

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Propagations, You may propay the uspaid telepted of the Amount Pinancod in full or in part at any time without perlapt, if you do so, you must pay the earned and unpaid part of the Finance Chargo and all other amounts due up

Required Physical Demage Insurance. You agree to have physical demage insurance covering loss or demage to the vehicle for the larm of this contact. At any time during the larm of this contact, if you do not have physical dismage infurance which covers both the interact of you and the Creation in the vehicle, those the Creation may buy it for you. If the Creation date on the physical dismage insurance which covers both histories is the vehicle, it may, it is decided, buy insurance which to be created the Creation's

The Craditor is under no obligation to buy any transmands, but may do so if it dealers. If the Craditor buys either of these coverages, it will let you know what bye it is and the charge you must pay. The charge will consist of the east of the injurance and a finence charge, at the highest lawful promotinate. You agree to pay the charge in sous insulaments along with the payments shown on the payments.

If the vehicle its lost of damaged, you agree that the Greditor sen was any insurance endiament either to repetr the vehicle or to apply to your debt.

Liese Charge. You will have to pay a late charge on each payment received by the Croditor more than ten days late. The charge is shown on the tront. Acceptance of a late payment or late charge does not occure your late payment or moan that you can lease making payments after they are due. The Creditor may size take the steps an funit below if there is any less.

Optional Insurance or Service Controls. The control may comin charges for optional insurance or service controls. If he vehicle is represented, you agree that the Creditor may call? be the controls and terminate them to obtain retunds for uncomed pharpos.

Insurance or Bervide Contract Charges Relatined to Creditor. If any charge for required insurance is resumed to the Creditor, it may be exactled to pure excellent required or insultance which covers only the Creditor's interest in the vehicle. Any related on optional insultance or service contracts obtained by the Creditor will be unabled to your account. You will be hotified of what he done.

Required Repayment in Full Betone the Botteduled Date. If you hat to pay any payment when due: If a proceeding in bankrupkay, requireship or inschancy to stand by you or against you or you property; or I you beak any of the agreements in this compared foliated; the Condition demand that you pay all you owe on this contract at once (not just past due

Financed plus the samed and unpersipant of the finance Charge, and any late charges, one any emounts due because you did not keep contract premises.

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Rephaneselon of the Valutio for Fallium to Fig., Repussosalen month bas, if you tall to pay according to the payment establish or if you break and of the superaments in this contract (default), the Oradian can take the valuable from you. To take the valuable fee Cradian can exist your property, or the property witness it is crede, no long as it is show possership. It trave is any postunel property in the valuele, such as distring, the Cradian can stope it for you. Any accessories, occupant or replacement parts will retreak with

Genting the Vehicle Benk. After Reposeequelers. If the Chartor repos-cesses the vehicle, you have the right to get it back (indexen) by paying the earlier amount you over on the contract find fund pass these payments. The principle you over will be the largest before or the Amount Finenced pive the seminal and urgain pass of the Finence Charge, shy labs charges, and all other prevalent true find the Finence Charge, shy labs charges, and all other operates that the Soller or the Creeker has had. You must also cure any desput it is addition to mornelyment of what you owe. Your right to redeem office and the Volicie is sold.

Sale of the Reputational Vehicle. The Creditor will need you is written notice of rate of falts 10 days better solling the vehicle. If you do not redeet the vehicle by the gete on the notice, the Creditor can self warm. Creditor will use the ref proceeds of the sale to the very ref of your dable.

This net revenues or sale will be figured into way: Any late charges and any charges for taking and accing the vehicle, charling and accordising etc., and any alterney fees and could costs will be subtracted from the solding price.

If you owe the Creditor less than the net proceeds of sain, the Creditor will pay you the difference, unless required to pay it to account also. For countries, the Creditor have be troutlied to pay a fander who has given you a loan and also been a security interest in the vehicle.

If you are more than the hat proceeds of sale, you will pay the Creditor the Agricures between the real proceeds of sale, you will pay the Creditor the Agricures between the real process of sale, and what you are when the beaution sales for it, if you do not pay the Shakuni when saked, you may slee to claim to the creditor.

The Creditor.

Collegiion Coals, if the Cradigo hims on shemey to called what you own, you will pay the shormey's macronable les and any court costs.

Dalay in Enforcing Rights and Changes of links Contently Type Creditor can delay or relian how antorcing any of graphs can see the content whence home them. For compute, the Cyclifer can seated the time for training some payments without automost others. Any change in series of this content must be in writing and signal by the Creditor. No oral change and bridge, it any pain of the content without automost and content will be and bridge. It any pain of the content without autom parts will be the content of the content of the content.

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Warrenthen Belley Discisions, Yeal underlighted that the Belley is not observing any warranties and that there are implied tearmeties of mentional properties. The properties are supported to the properties of t

An implied warrently of merchanishing generally mesha that the vehicle is fit for the ordinary purpose for which such vehicles are generally used. A warranty of threes for a particular purpose is a warranty that may arise when the Select her season to knew the particular purpose is a warranty that may arise when the Select her season to knew the particular purpose and the particular purpose and the particular purpose and you traff on the Boilers skill or judgment to turnish a suitable register.

This provision choic red Alleggerggermanties severing the vehicle which may be provided by the vehicle manufacturer.

Used Car Buyers Guise, The Information you ame on the window form for this vehicle in part of this contract. Intermedict on the window form overtices any centrary provisions in the contract of sets.

Modice of Buthstity/Neth of Courseot. If Spiller obtained this vehicle from Canama Meants Corporation (CM) on instalment credit series, this common will be absolibled by Spiller for text epitice the Sailer's obligation to pay SM for the ventice you are prechasing. This submission will not change the smooth you have agreed to pay the Boller, the payment schoolate, the finance sharps or any of your rights and only obligation to Sailer, GM, or any other holder of this contract.

Notice: any holder of this consumer credit contract is subject to all claims and defenses which the deptor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof, recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

The preceding NOTICE applies only to gloots or services obtained printing for personal, territy, or household use in all other cases. Buyer will not assent against any subsequent holder or assignee of this contract any claims or delenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

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NOTICE: THE MOTOR VEHICLE IN THIS TRANSACTION MAY BE SUBJECT TO REPOSSESSION OF THE REPOSSESSION AND SOLD TO SOMEONE ELSE, AND ALL AMOUNTS DUE TO THE SECURED PARTY ARE

NORTH DAKOTA SFN 2875 (Rev. O VIN 1GCEK1 4H8E £116974 OWNER(S) NAME	OF TITLE FOR 8 VEHICE DEPARTMENT OF TRANSPOR 11-01) YEAR YEAR MODEL REGISTERED; 164 1984 1984 1985		ND DEPT OF 608 E. BOULD BISMARCK, PHONE (701)  ODVISTUE MODEL  TRAPE F. KIO	CLE DIVISION THANSPORTATION EVARD AVENUE ND 58605-0780 1328-2725  IGHT DATE ISSUED 3408/2002  ODOMETER STATUS
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PART 1. SELLER'S - ASSIGNM Name of Buyer(s) Pirst, Middle, Last	ERED TO SELECT OF THE	EQUIVE STEETO	CENSE 19.  AUVER WITHIN 15 DAYS FROM DATE  TO SELLING Price	OF SALE)
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ODOMETER DISCLOSURE: Federal a comparable, Fajjure to opmolete or pro locality to the best of they knowledge statements is checked:  1-The-miledge stated is in excess Streams of Sever.	the committee reaching is the actual as of its mechanical limits.	uniegosofite vence une escioneler i sulla esticati le vence scione es la	signs of the following periodic finite golf (WARNING • QDOME	TER DISCHERANCY)  Date (Mat Day, Year)
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